

MEMORANDUM OF UNDERSTANDING
Between
THE FEDERAL EMERGENCY MANAGEMENT AGENCY
and
DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS

I. PURPOSE: The purpose of this Memorandum of Understanding is to establish the relationship, arrangements, and general procedures under which The Federal Emergency Management Agency (FEMA) and the Corps of Engineers, Department of the Army (Corps) will operate in executing FOA assigned tasks.

II. STATUTORY BASIS: This MOU is consistent with and is entered into under the provisions of the Defense Production Act (PL 81-774, as amended), the Federal Civil Defense Act (PL 81-920, as amended), and the Flood Control Act of 1965, Section 219 (PL 89-298, as amended).

III. POLICY: The Corps will provide design and construction management, contracting, real estate, and other such related services as requested and funded by FEMA. Nothing in this Memorandum of Understanding (MOU) shall be construed as requiring FEMA to use the services of the Corps, or to require the Corps to accept the work assignments from FEMA. However, both agree to work together to define and describe the scope and magnitude of the construction management support required.

IV GENERAL SCOPE: The work consists of designing, constructing, and contract management necessary to provide approximately eight structures at a total cost of approximately \$8 million at various locations throughout the United States.

V. RESPONSIBILITIES:

FEMA RESPONSIBILITIES:

A. Requirement Definition: FEMA will provide an adequate definition of requirements which will form the basis for design and real estate services.

B. Providing Funds: FEMA will provide the necessary funds to accomplish the work, and pay administration costs.

C. Program Management: FEMA will provide priority, need dates, necessary approvals and acceptance of the products. Upon completion of the work, each facility or product shall be accepted.

D. Criteria Formulation and Design Review: FEMA shall designate design criteria or accept the Corps standards. FEMA may participate in the normal design review process.

CORPS RESPONSIBILITIES:

A. Project Management: The project will be assigned to the appropriate district for design and construction.

B. Contracting: The Corps will award all contracts and serve as the Contracting Officer.

C. Construction Management: The Corps will provide normal supervision and administration

D. Design Execution: The Corps will be responsible for design and for coordinating with FEMA.

E. Real Estate Services. The Corps will provide Real Estate Services, as requested, using standard Corps real estate procedures.

VI. FUNDING: All work accomplished by the Corps under this MOU will be authorized and funded by FEMA through an Inter-Agency Agreement. FEMA will pay for all actual costs as defined under the Corps of Engineers standard accounting system.

VII. REPORTS AND DOCUMENTATION: The Corps shall provide such normal and reasonable progress, financial, and related reports as required by FEMA.

VIII. PUBLIC INFORMATION:

A. Justification and defense of the FEMA program before Congress and the Executive Branch of Government shall be the responsibility of FEMA.

B. Public Affairs shall be the responsibility of FEMA.

C. The Corps may provide information to FEMA to support contacts with Congress, the Executive Branch, and private citizens, but will in no way have direct contact or responsibility for such contacts.

IX. AMENDMENTS AND TERMINATION: This MOU may be modified or amended by written agreement between FEMA and the Corps. It may be terminated by mutual written agreement or by either party giving 60 days written notice to the other. In the event of termination by FEMA, FEMA shall be responsible for the costs of closing out ongoing contracts, and the costs for demobilization of personnel and facilities fully dedicated to FEMA programs. If the Corps terminates this MOU, FEMA and the Corps shall negotiate a settlement amount for the costs of closing out ongoing contracts, and the costs for demobilization of personnel and facilities fully dedicated to FEMA programs. The Corps shall retain contract administration responsibilities for contracts awarded by the Corps until such contracts have been terminated, or their performance is completed.

X. EFFECTIVE DATE: This MOU shall be effective upon signature by the principal FEMA and Corps officials. It shall remain in effect until the work assigned is completed, however, upon the request of either party, usually not

more often than annually, both parties shall review this MOU to assure that it continues to reflect the appropriate understandings and procedures to recognize and provide for current needs and capabilities.

U.S. ARMY CORPS OF ENGINEERS

BY:

JK Bratton LTG, USA

TITLE

Chief of Engineers

DATE:

14 SEP 83

THE FEDERAL EMERGENCY MANAGEMENT AGENCY

BY:

William Williams

TITLE

Director, O P

DATE:

22 Jul 83